

CONFIRMED FILE DATE: 12/12/2012

2012-73083 7-12  
CAUSE NO: \_\_\_\_\_

SCOTTIE JONES,  
PLAINTIFF

V.

TEXAS COMMISSIONER OF  
INSURANCE, ELEANOR KITZMAN,

RE: DEFENDANTS

ACE TEMPEST RE USA LLC  
ACE AMERICAN INSURANCE  
COMPANY: ACE TEMPEST RE USA LLC  
(AKA) ATR USA LLC;  
ACE LIMITED; OIL CASUALTY  
INSURANCE LIMITED; CHEVRONTEXACO;  
ALL KNOWN AND UNKNOWN

IN THE DISTRICT COURT

**FILED**

Chris Daniel  
District Clerk

DEC 12 2012

Time: \_\_\_\_\_  
Harris County, Texas  
By: \_\_\_\_\_  
HARRIS COUNTY, TEXAS

**SCOTTIE JONES' ORIGINAL PETITION**

PLAINTIFF, SCOTTIE JONES, files this Original Petition against ACE American Insurance Company, ACE TEMPEST RE USA LLC, ACE LIMITED, OIL CASUALTY INSURANCE LIMITED, and ChevronTexaco and in support thereof would respectfully show the Court the following:

**A. Parties**

1.1 SCOTTIE JONES is a resident and citizen of the State of Texas, and Harris County Texas.

1.2 DEFENDANT, ACE TEMPEST RE USA LLC, and ATR USA LLC is a foreign corporation, a resident of Stamford Ct. and New York, operated for the purpose of accumulating monetary profit, and pursuant to Texas Insurance Code Chapter 804, Subchapter B section

9454390

804.103(c)(1) , and 407. 024 may be served with service of process upon the Texas Commissioner of Insurance, 333 Guadalupe, Austin Texas 78701 as agent of for Defendant Ace Tempest Re USA LLC, with the Commissioner the forwarding a copy of the process by registered mail, return receipt requested, to *Ace Tempest Re USA LLC, Mark Megaw, Director of Reinsurance Litigation, Two Stamford Plaza, 281 Tresser Blvd Suite 500, Stamford , CT. Addresses for Ace Tempest RE USA LLC and ATR USA LLC* are the same.

1.3 DEFENDANT, ACE Limited, is a foreign corporation, a resident of New York, operated for the purpose of accumulating monetary profit, and pursuant to Texas Insurance Code Chapter 804, Subchapter B section 804.103(c)(1) , and 407. 024 may be served with service of process upon the Texas Commissioner of Insurance, 333 Guadalupe, Austin Texas 78701 as agent of for Defendant Ace Limited, with the Commissioner the forwarding a copy of the process by registered mail, return receipt requested, to *Ace Limited, Mark Megaw, Director of Reinsurance Litigation, Two Stamford Plaza, 281 Tresser Blvd Suite 500, Stamford , CT.*

1.4 DEFENDANT, OIL CASUALTY INSURANCE LIMITED is a foreign corporation, a resident of New York and Hamilton Bermuda, operated for the purpose of accumulating monetary profit, and pursuant to Texas Insurance Code Chapter 804, Subchapter B section 804.103(c)(1) , and 407. 024 may be served with service of process upon the Texas Commissioner of Insurance, 333 Guadalupe, Austin Texas 78701 as agent of for Defendant OIL CASUALTY INSURANCE LIMITED with the Commissioner the forwarding a copy of the process by registered mail, return receipt requested, to *Ace Limited to an address to be determined by the Commissioner.*

1.5 DEFENDANT, ACE Limited, is a foreign corporation, a resident of New York, operated for the purpose of accumulating monetary profit, and pursuant to Texas Insurance Code Chapter 804, Subchapter B section 804.103(c) (1), and 407. 024 may be served with service of process upon the

Texas Commissioner of Insurance, 333 Guadalupe, Austin Texas 78701 as agent of for Defendant Ace Limited, with the Commissioner the forwarding a copy of the process by registered mail, return receipt requested, to Ace Limited, 1133 Avenue of the Americas, New York 10036 USA Legal Department.

1.6 ACS RECOVERY SERVICES, a subrogation company for Plaintiff SCOTTIE JONES Medicare insurance provider TEXAS PLUS, is put on notice under federal regulation and for the Secretary.

#### DISCOVERY PLAN

Discovery plan is under Texas Rules of Civil Procedure Level II.

#### VENUE AND JURISDICTION

2.1 Venue is proper as to events occurring in Harris County Texas. In addition, the insurance policy at issue and in which Plaintiff SCOTTIE JONES was a nominal party and subsequently became a beneficiary after the qualifying event was sold to his employers Phillips Petroleum Company and Chevron Phillips Chemical Company LLC. SCOTTIE JONES is a resident of Harris County Texas.

Plaintiff has sued defendants for Breach of Duty of Good Faith and Fair Dealing, DECEPTIVE TRADE PRACTICES UNDER TEXAS LAW.

#### FACTUAL BACKGROUND

3.1 Plaintiff in this case was an employee of Phillips Petroleum Company on or about March 27, 2000, and was injured on the job in a fire and explosion at the Defendant's Houston Chemical Complex, in Pasadena, Texas.

Plaintiff filed a worker's compensation claim for his injuries and received some benefits, but not all of the indemnity benefits under the self insure retention policy between Ace American Insurance Company, Chevron Phillips Chemical Company LLC, and other Defendant insurers. The Defendants, in part, as domestic and offshore persons reporting to United States persons, failed to report the financial insurance settlement in Bermuda to the Secretary in violation of Federal law.

Upon information and belief: Chevron Phillips Chemical Company LLC was formed on July 1, 2000 in a joint venture between Phillips Petroleum Company (ConocoPhillips) and Chevron. (Now Chevron Texaco)

The underlying insurers are located in the U.S.A., Switzerland, and in Bermuda. Chevron Phillips Chemical Company LLC, Phillips Petroleum Company, (now ConocoPhillips) are brought in the cause of action as offshore insurance company shareholders, and policy holders.

The benefits Plaintiff received were apparently paid by Ace American Insurance ("Ace") which was a company not licensed to operate the self insurance policy and service agreement policy by the Commissioner of Insurance in the State of Texas. The offshore insurance company OCIL settled insurance personal injury claims and transferred the proceeds to domestic companies in the United States of America and paid injury claims to certain company and union representatives as gifts. As a result, Plaintiff Jones was forced to take Medicare benefits as a secondary means of support until his injury claim is settled. Despite court orders, defendants companies have refused to present primary and underlying insurance agreements and policies to Plaintiff Jones. Plaintiff JONES and other workers injured in the March 27, 2000 explosion and fire. Plaintiff JONES was part of a mass tort

claim that was settled with his employers via a binding settlement agreement with (OSHA). Two of the settlers in the March 27, 2000 fire and explosion were negotiators for Plaintiff JONES with OSHA, Phillips Petroleum Company and his labor union. The two labor group representatives were paid \$10,000.00 to keep the 1999 incident settlements confidential.

3.5 Ace American Insurance Company is the 100% reinsurer of approximately eight companies (including Pacific Employers Insurance Company) in an intercompany pooling agreement in which Ace American Insurance Company cedes risk to companies in the pool.

3.6 Defendants ACE American Insurance Company ultimately on or about November 1, 2004 entered into an Intermediary Facility Management Agreement with ATR USA LLC.

3.7. The agreement between Ace American Insurance Company contained a provision that allowed ATR USA LLC (ATR) exclusive claims settlement authority.

3.8 Although Defendant Phillips Petroleum Company was deleted from the policy with Pacific Employers Insurance (PEIC), Defendants would continually put forward the PEIC policy in district, federal courts, and current contested case proceedings.

3.9 Phillip's claimed to be insured by Pacific Employers Insurance Company ("Pacific") even though Phillip had been deleted from the policy.

3.10 Plaintiff has made numerous attempts to settle injury claims under the alleged self insurance policy with no response from ACE American Insurance Company.

3.11 Attorney General of Texas opined that PEIC was outside of the Texas Workers Compensation System.

3.12 Defendant continues to seek protection under the exclusive remedy of the Texas Labor Code 408.001, where there is no protection provided.

3.13 Recently discovered documents would reveal that Chevron Phillips Chemical Company LP had been paying workers injured work salaries for three years outside of the Texas Labor Code and Texas Workers Compensation guidelines.

3.14 Through a pre merger Contribution Agreement between Chevron and Phillips Petroleum Company, the newly formed Chevron Phillips Chemical Company LLC would indemnify Phillips for the June 23, 1999 fire and explosion.

3.15 On or about January 1, 2000, Chevron Phillips LP would assume injury benefit payments to workers injured in the March 27, 2000 explosion and fire at the Houston Chemical Complex.

3.16 Chevron Phillips Chemical Company LP and Phillips Petroleum funded four structured settlements to workers injured in the March 27, 2000 fire and explosion at its Houston Chemical Complex.

3.17 The structured settlements given to workers injured in the March 27, 2000 fire and explosion were settled in the death case proceedings of the June 23, 1999 fire and explosion at the Houston Chemical Complex.

3.18 The structured settlements were executed in the closing court proceeding of the June 23, 1999 trial of the workers killed in the June 23<sup>rd</sup> explosion.

3.19 Chevron Phillips Chemical Company, or its affiliate Chevron Phillips Chemical Company LP., had worker's compensation policy certified and approved by the Commissioner of Insurance 1999.

3.20 Chevron Phillips Chemical Company, or its affiliates Chevron Phillips Chemical Company LP had a worker's compensation policy certified and approved by the Commissioner of Insurance.

3.21 Chevron Phillips Chemical Company LLC became a policyholder and shareholder 2000 in OCIL in 2000.

3.22 Phillips Petroleum Company was one of the founding companies that formed OCIL in Bermuda in 1986, and to this date continue to be a member and shareholder.

3.23 Phillips Petroleum Company was a shareholder and policy owner in OCIL in 2000.

3.24 No less than three of Phillips U.S.A executives served as either chairman and or executives in OCIL in Bermuda..

Plaintiff ask court and Commissioner to block any sale merger or questions of any of the Defendants

3.25 Certain ATR USA LLC officials presented to the Texas Insurance Division an intermediary contract between ATR USA LLC and Ace American Insurance Company where one party to contract no longer existed.

3.26 Plaintiff JONES injures are compensable and have been accepted by the employers Phillips Petroleum Company and Chevron Phillips Chemical Company and is entitled to a settlement under the mass tort claims and insurance policies.

3.27 The significant effect of Defendants' wrongful and unjustified delay is still uncompensated.

3.28 The Defendants are "settling persons" pursuant to Chapter 33 of the Texas Civil Practices and Remedies Code. Defendants undertook actions and made promises to settle claims to settle sustained in an explosion on March 27, 2000 forming the basis of this lawsuit.

**FIRST CAUSE OF ACTION- Violation of the Texas Insurance Code.**

4.1 Plaintiff Scottie Jones re-alleges and incorporate each allegation contain in paragraph 1-28 Of this petition as if fully set forth herein.

4.2 Defendants failed to effectuate a prompt, fair and equitable settlement of a claim with respect to which liability has become reasonably clear, in violation of the Texas Insurance Code Section 541.060 (a)(2)(A)(formerly Art. 21.21§ 4 (10)(ii).

4.3 Defendants failed to adopt and implement reasonable standards for prompt investigation standards for prompt investigation of the claims arising under the policies

4.4 Defendants insurers failed to provide promptly a reasonable explanation, in relationship to the facts, or applicable law, for the denial of a claim, in violation if the Texas Insurance Code Section 541.060(a)(3) (formerly Art. 21.21 §4(10)(iv).

4.5 Defendants refused to pay a claim without conducting a reasonable investigation with respect to the claim in violation of the Texas Insurance Code Section 541.060(a)(7)(formerly Art 21.21§4(10)(vii).

4.6 Defendants misrepresented the insurance policy under which Defendants affords workers compensation coverage to Plaintiff SCOTTIE JONES by making an untrue statement of material fact, in violation of the Texas Insurance Code Section 541.060 (1)(formerly Art. 21.21 §4(11)(a).

4.7 Defendants misrepresented the insurance policy under which Defendants affords workers compensation coverage to Plaintiff SCOTTIE JONES, by failing to state a material fact that is necessary to make others statements made not misleading , in violation of the Texas Insurance Code Section 541.060 (2)(formerly Art. 21.21 §(11)(b).

4.8 Defendants misrepresented the insurance policy under which Defendants affords workers compensation coverage to Plaintiff SCOTTIE JONES, by making a statement in such a manner as to mislead a reasonably prudent person to a false conclusion of material fact, and failing to disclose a matter required by law to be disclosed, in violation of the Texas Insurance Code Section 541.002 (1)(formerly Art. 21.21 §4(11)(e).



4.9 Defendants misrepresented the insurance policy under which Defendants affords workers compensation coverage to Plaintiff SCOTTIE JONES by making an untrue statement of material fact, in violation of the Texas Insurance Code Section 541.060 (1)(formerly Art. 21.21 §(11)(a).

410 Defendants allowed the employer, company officers and directors, to dictate the methods by which and the terms on which a claim is handled and settled, in violation of the Texas Insurance Code Section 415.022.

## **SECOND CAUSE OF ACTION-BREACH OF DUTY OF GOOD FAITH & FAIR DEALING**

5.1 Plaintiff SCOTTIE JONES re-alleges and incorporate each allegation contained in Paragraph 1-28 of the petition as if set forth herein.

5.2 Defendants, as set forth herein, workers compensation insurers and reinsurers had a duty to deal fairly and in good faith with Plaintiff JONES in the processing of his workers compensation claim. Defendants breached this duty by refusing to properly investigate and effectively denying necessary medical care and settlement benefits. Defendants knew or should have known that there was no reasonable basis for denying or delaying the required benefits. Defendants knew or also knew of a mass tort settlement and agreement between Defendants Chevron Phillips Chemical Company LLC, Phillips Petroleum Company and OSHA. As result of defendant's breach of these legal duties, Plaintiff JONES suffered legal damages.

## **THIRD CAUSE OF ACTION-PUNITIVE DAMAGES OF GOOD FAITH AND FAIR DEALING**

6.1 Plaintiff JONES re-alleges and incorporates each allegation n Paragraph 1-5.1 of this Petition as if fully set forth herein:

6.2 Defendant acted fraudulently and with malice (as that term is defined in denying Plaintiff JONES claim for workers compensation benefit. Defendants conduct when viewed from objectively from its standpoint at time of its occurrence involved an extreme degree of risk to Plaintiff JONES, considering the probability and magnitude of the potential harm to Plaintiff JONES. Further, Defendants had actual subjective awareness of the risk involved, but never the less proceeded with conscious indifference to rights , safety, or welfare of Plaintiff JONES.

#### **FOURTH CAUSE OF ACTION-VIOLATION OF TEXAS DTPA**

7.1 Plaintiff JONES re-alleges and incorporates each allegation in Paragraph 1-6.1 of this Petition as if fully set forth herein:

7.2 Deceptive Trade Practices –Consumer Protection Act (DTPA) provides addition protection to consumers who are victim of deceptive ,improper, or illegal practices. Defendants' violation creates a cause of action under the DTPA. Defendant's violation of the Texas Insurance Code , as set forth herein specifically violates the DTPA as well

#### **RESULTING LEGAL DAMAGES**

8.1 Plaintiff SCOTTIE JONES is entitled to the actual damages resulting both jointly and severally from Defendants violations of the law. These damages the consequential damages to the economic welfare from the wrongful denial and delay of benefits, the mental anguish and physical suffering resulting from the wrongful actions and denial of benefits, and continued impact on the medical evaluation, treatment and final diagnosis of all the other actual damages permitted by law. In addition, Plaintiff SCOTTIE JONES is entitled to exemplary damages.

8.2 As a result of Defendants' acts and or omissions, Plaintiff has sustained damages in excess of the minimum jurisdictional limits of this court.

8.3 Plaintiff is entitled under law to the recovery of prejudgment interest at the maximum legal rate.

#### **PRAYER**

WHEREFORE PREMISES CONSIDERED, Plaintiff respectfully request that Plaintiff have judgment against Defendants for actual damages jointly and severally in excess of minimum jurisdictional limits of this Court, pre-and post judgment interest as allowed by law, cost of suit and all other relief, at or inequity, to which SCOTTIE JONES may be entitled.

#### **JURY DEMAND**

Plaintiff JONES hereby demand a trial by jury and tenders the necessary fee, a right enshrines in the Constitution of the United States of America and the State of Texas, and preserved by the sacrifices of many.

**CERTIFICATE OF SERVICE**

I certify that on this \_\_\_\_ day of December 2012, a true and correct copy of the foregoing has served through process service, or certified mail:

Eleanor Kitzman,

Texas Commissioner of Insurance, State of Texas

333 Guadalupe

Austin, Texas 78701

ACS RECOVERY SERVICES

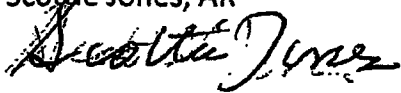
1301 Basswood Rd.

Suite 105

Schaumburg, IL. 60173

SCOTTIE JONES

BY: Scottie Jones, AR

A handwritten signature in black ink, appearing to read "Scottie Jones", is written over the typed name.

SCOTTIE JONES  
832 5254747

## CIVIL PROCESS REQUEST FORM

CASE NUMBER: 2012-73083 CURRENT COURT: 15d

## TYPE OF INSTRUMENT TO BE SERVED:

FILE DATE: 12 12 12  
Month/ Day/ Year

## SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: Eleanor K. TERAN, Commissioner of TWS, Texas  
ADDRESS: 333 Guadalupe, Austin  
AGENT, (if applicable): Professor Civil Process IH38 Suite 203  
Austin Texas 78785

## TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type):

## SERVICE BY (check one):

- ☒ ATTORNEY PICK-UP ☐ CONSTABLE  
☐ ELECTRONIC MAIL (EXPUNCTIONS ONLY) ☐ FAX (EXPUNCTIONS ONLY) FAX #  
 EMAIL ADDRESS \_\_\_\_\_  
☐ MAIL ☐ CERTIFIED MAIL  
☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: \_\_\_\_\_  
☐ PUBLICATION:  
 Type of Publication: ☐ COURTHOUSE DOOR, or  
☐ NEWSPAPER OF YOUR CHOICE: \_\_\_\_\_  
☐ OTHER, explain \_\_\_\_\_

\*\*\*\*\*

2. NAME: Attorney General for Texas Commissioner of TWS  
ADDRESS: \_\_\_\_\_  
AGENT, (if applicable): \_\_\_\_\_

## TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type):

## SERVICE BY (check one):

- ☐ ATTORNEY PICK-UP ☐ CONSTABLE  
☐ ELECTRONIC MAIL (EXPUNCTIONS ONLY) ☐ FAX (EXPUNCTIONS ONLY) FAX #  
 EMAIL ADDRESS \_\_\_\_\_  
☐ MAIL ☐ CERTIFIED MAIL  
☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: \_\_\_\_\_  
☐ PUBLICATION:  
 Type of Publication: ☐ COURTHOUSE DOOR, or  
☐ NEWSPAPER OF YOUR CHOICE: \_\_\_\_\_  
☐ OTHER, explain \_\_\_\_\_

**FILED**Chris Daniel  
District Clerk

DEC 12 2012

Time: \_\_\_\_\_  
Harris County, TexasBy \_\_\_\_\_  
Deputy

## ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Request by Plaintiff TEXAS BAR NO./ID NO. Plaintiff will have Service done

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
area code phone number area code fax number

EMAIL ADDRESS: \_\_\_\_\_

SERVICE REQUESTS WHICH CANNOT BE PROCESSED BY THIS OFFICE WILL BE HELD FOR 30 DAYS PRIOR TO CANCELLATION. FEES WILL BE REFUNDED ONLY UPON REQUEST OR AT THE DISPOSITION OF THE CASE. SERVICE REQUESTS MAY BE REINSTATED UPON APPROPRIATE ACTION BY THE PARTIES.

Phone 832-525-4747

CONFIRMED FILE DATE: 12/12/2012



two company staff workers) in the March 27, 2000 explosion and fire at its Houston Chemical Complex.

4. Chevron Phillips Chemical Company LP and Phillips Petroleum (now ConocoPhillips, settled injury claims "acting without recourse", is the Responsible Reporting Entity (RRE) under the Medicare, Medicaid, & SCHIP Extension Act of 2007 Section 111..
5. Pacific Employers Insurance Company and or ACE USA
6. Funds set aside as accruals to pay legal claims for the injuries sustained by union and company workers for the March 27, 2000 and June 23, 1999 fire and explosions at the Houston Chemical Complex is a trust ..
7. Chevron Phillips indemnified Phillips Petroleum Company for the June 23, 1999 fire and explosion in the Contribution Agreement between Phillips and Chevron merger of July 1, 2000..
8. Chevron Phillips Chemical Company and Phillips Petroleum Company settled and paid for injuries sustained by four workers in the March 27, 2000 explosion and fire in the court proceeding of the June 23, 1999 fire and explosion.
9. Phillips Petroleum liability coverage for the 1999 fire and explosion was exhausted after the fronting company St. Paul Fire & Marine coverage of \$1,000,000.00 was paid, leaving Phillips bare for the 1999 explosion and in trouble under the Texas Workers compensation system for the March 27, 2000 explosion liabilities.
10. ACE American Insurance Company was not a certified or approved worker compensation insurer by the Texas Insurance Commission on March 27, 2000 fire and explosion at Phillips Petroleum Company's Houston Chemical Complex..
11. Chevron Chemical Company LLC was formed on or about July 1, 2000.
12. Phillips Petroleum Company, (now ConocoPhillips), designated settlement given to the two union committeemen injured in the March 27, 2000 fire and explosion as a gift.
13. Pacific Employers Insurance Company (PEIC) filed injury claims for company and union workers injured in the March 27, 2000 fire and explosion at Phillips Petroleum Company as the real party in interest.
14. ATR USA LLC, now ACE Tempest RE USA, LLC, and Ace American Insurance Company attempted to file an Intermediary Facility Management Contract with the Texas Department of Insurance on or about November 1, 2004.
15. ACE Tempest Re was formed out of ATR USA LLC on or about July 1, 2000.
16. ATR USA LLC would assume claim settlement authority in the Intermediary Facility Management Contract with ACE American Insurance Co. on or about November 1, 2004.
17. Phillips Petroleum Company CEO and its board members would approve the settlements to four company and union members injured in the March 27, 2000 fire and explosion at its Houston Chemical Complex.  
In an email from Chevron Phillips Chemical Company LLC CEO to company employees that injuries for those injured in the March 27, 2000 fire and explosion would be taken care of by Phillips.
18. Conoco Phillips (formerly Phillips Petroleum CO), Chevron and Chevron Phillips Chemical Company LLC are policy holders shareholders, and foreign (offshore)



persons in the offshore captive insurance company, Oil Casualty Insurance Limited. OCIL.

19. Chevron Phillips Chemical Company LP did not have a workers compensation policy certified and approved by the Texas Insurance Company in 1999 and 2000.
20. On or about June 1, 2001, Chevron Chemical Company, settled with various insurers for the March 27, 2000 fire and explosion, although Chevron Phillips was not created until after the March 27, 2000 and June 23, 1999 fire and explosion.  
CPC altered certain employee's work records to reflect that afore mentioned injured employees worked for CPC years before CPC was formed.
21. Records filed in its earlier court cases indicated the Plaintiff SCOTTIE JONES injuries were settled in a binding settlement agreement with Phillips Petroleum Company.
22. Plaintiff SCOTTIE JONES injuries sustained in the March 23, 2000 has already been accepted and settled. Plaintiff SCOTTIE JONES has not signed any binding settlement agreement with CPC, ConocoPhillips (formerly Phillips Petroleum Company) for injuries sustained in the March 23, 2000 fire and explosion.
23. Defendants have not reported mass tort settlement to DWC or Medicare, as required by Medicare Secondary Payers Act, and the Medicare, Medicaid & SCHIP Extension Act of 2007. Section 111.
24. Texas Departments of Insurance (TDI) has stated that ATR USA LLC and Ace American Insurance Company, in documents filed with TDI on or about November 4, 2004, is a foreign corporation to Texas and not domiciled in Texas.
25. ESIS Service agreement is not approved or certified by Texas Insurance Commission or the Texas Department of the State of Texas
26. Chevron Phillips Chemical Company LP, (the United States person) provided the four settlors (1) enhanced short-term disability for nearly three years, (2) workers compensation pay, (3) and a settlement agreement, and full pay..
27. As a beneficiary to the trust (accrual) formed by Defendants, Plaintiff SCOTTIE JONES has been denied back pay, enhanced benefits, bonuses, Long-term disability (LTD) through Chevron Phillips Chemical Company's LTD policy and access to the trust.
28. In a sworn to deposition, Alan Sturdivant, the underwriter of Phillips Petroleum Company's workers compensation policy number XWC 011856 (250,000 SIR deductible limit.) stated that Phillips did not have a self insurance operation in Texas. p.p.13
29. ACE USA, the fronting company to the insurance arrangement, would receive claims administration expenses via a negotiated fee schedule.
30. ACE USA is the Required Reporting Entity (RRE) under the SCHRIP EXTENTION ACT of 2007.
31. The Defendants entities, both foreign and domestics are without any affirmative defenses under any Texas Labor Codes.
32. Third party adjustor Sonia Margarita Ruiz, ( License ID 239104) acting as Sonia Godinez for over five years signed Affidavits as Sonia Godinez, provided information to Plaintiff SCOTTIE JONES, provided information to Medicare contractors as Sonia Godinez, and provided and received private medical information to various doctors.



33. Ms. Sonia Ruiz, under the treat of perjury, signed Social Security Administration documents as Sonia Godinez. Ms. Godinez used the professional license ID 173500 and professional ID number 0006130263.

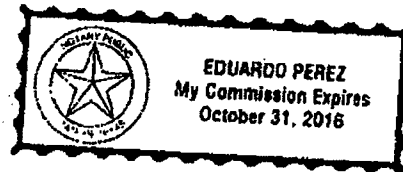
SCOTTIE JONES  
ALL RIGHTS RIGHTS and Liberties Reserved  
Scottie Jones  
(Signature of Affiant)

SWORN to (or affirmed) and subscribed before me, this the \_\_\_ day of January, 2013

By: Scottie Jones  
(Name of Affiant)

Personally known as SCOTTIE JONES  
Produced Identification 07762216  
Type of Identification Texas Drivers License  
Produced \_\_\_\_\_

Eduardo Perez  
NOTARY PUBLIC



RECEIPT NUMBER 7985 0.00  
 TRACKING NUMBER 72859003 CIV

CAUSE NUMBER 201273083

PLAINTIFF: JONES, SCOTTIE  
 vs.  
 DEFENDANT: ACE AMERICAN INSURANCE COMPANY

In The 152nd  
 Judicial District Court of  
 Harris County, Texas

THE STATE OF TEXAS  
 County of Harris

CITATION CORPORATE

DELIVERED THIS 7 DAY OF 1  
 BY [Signature]

TO: CHEVRONTXACO (CORPORATION) BY SERVING THROUGH ELEANOR KITZMAN TEXAS  
 COMMISSIONER OF INSURANCE

333 GUADALUPE AUSTIN TX 78701

**FILED**  
 Chris Daniel  
 District Clerk

FEB 19 2013

Attached is a copy of ORIGINAL PETITION

Time: \_\_\_\_\_  
 Harris County, Texas  
 By \_\_\_\_\_  
 Deputy

This instrument was filed on the 12th day of December, 20 12, in the  
 above cited cause number and court. The instrument attached describes the claim against you.

**YOU HAVE BEEN SUED;** you may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

## TO OFFICER SERVING:

This Citation was issued under my hand and seal of said Court, at Houston, Texas, this 26th day of  
December, 20 12

Issued at request of:  
 JONES, SCOTTIE  
 7816 KING ST  
 HOUSTON, TX 77028



Chris Daniel  
 CHRIS DANIEL, District Clerk  
 Harris County, Texas  
 201 Caroline, Houston, Texas 77002  
 P.O. Box 4651, Houston, Texas 77210

Generated by: SCOTT, JOHN L QGT/Y9V/9462795

Bar Number: 1

## OFFICER/AUTHORIZED PERSON RETURN

I received this citation on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., endorsed  
 the date of delivery thereon, and executed it at \_\_\_\_\_,  
 (street address) (city)

in \_\_\_\_\_ County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
 by delivering to \_\_\_\_\_, by delivering to its  
 (the defendant corporation named in citation)

\_\_\_\_\_, in person, whose name is \_\_\_\_\_,  
 (registered agent, president, or vice-president)

a true copy of this citation, with a copy of the \_\_\_\_\_ Petition attached,  
 (description of petition, e.g., "Plaintiffs Original")

and with accompanying copies of \_\_\_\_\_  
 (additional documents, if any, delivered with the petition)

I certify that the facts stated in this return are true by my signature below on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

FEE: \$ \_\_\_\_\_  
 By: \_\_\_\_\_  
 (signature of officer)

Printed Name: \_\_\_\_\_

RECORDER'S MEMORANDUM  
 This instrument is of poor quality  
 at the time of imaging

152nd District Court of HARRIS County, Texas

201 CAROLINE, 11TH FL HOUSTON TX 77002

Case #: 201273083

JONES, SCOTTIE

Plaintiff

VS

ACE AMERICAN INSURANCE COMPANY

Defendant

RETURN OF SERVICE

I, Floyd J Boudreaux, make statement to the fact;  
That I am a competent person more than 18 years of age and not a party to this  
action, nor interested in the outcome of the suit. That I received the documents  
stated below on 02/05/13 16:32 pm, instructing for same to be delivered upon  
Chevrontexaco (Corporation) By Delivering To Prentice Hall C Orporation Service  
Company..

That I delivered to : Chevrontexaco (Corporation) By Delivering To Prentice Hall C  
Orporation Service Company.. By Delivering to Susan Vertrees,  
authorized to accept.

the following : CITATION; SCOTTIE JONES ORIGINAL PETITION

at this address : 211 East 7th Street Ste 620  
Austin, Travis County, TX 78701

Manner of Delivery : by PERSONALLY delivering the document(s) to the person above.

Date and time : February 6 2013 9:05 am

My name is Floyd J Boudreaux, my date of birth is January 10th, 1943, and my address  
is Professional Civil Process Downtown, 2211 S. IH 35, Suite 203, Austin TX 78741,  
and U.S.A. I declare under penalty of perjury that the foregoing is true and  
correct.

Executed in Travis County, State of Texas, on the 8 day of

FEB 20 2013.

Floyd J Boudreaux

Declarant

Texas Certification#: SCH-3506 Exp. 02/28/2014

Private Process Server  
Professional Civil Process, Inc.  
P.O. Box 342467 Austin TX 78734  
(512) 477-3500

PCP Inv. #Z13200032



AX02X13201172

+ Service Fee: 65.00  
Witness Fee: .00  
Mileage Fee: .00

amyk

Jones, Scottie

CHRIS DANIEL  
DISTRICT CLERK  
HARRIS COUNTY, TEX.  
2013 FEB 19 PH 2:17  
JULY 2013 01/13/2013

1. ACE American, denies each and every, all and singular, the allegations contained in the Plaintiff's pleadings and demands strict proof thereof. At this time, ACE American asserts a general denial as authorized by Rule 92 of the Texas Rules of Civil Procedure, and respectfully requests this Court and Jury to require the Plaintiff to prove its claims, charges and allegations by a preponderance of the evidence as required by the Constitution and the laws of the State of Texas.

**AFFIRMATIVE DEFENSES**

2. ACE American shows that Plaintiff was at all relevant times an employee covered by a policy of workers' compensation insurance issued by Pacific Employers Indemnity Co. and not by ACE American. As such, this suit is barred by the collective provisions of the Texas Workers' Compensation Act including but not limited to the provisions of § 408.001 of the act which provides that the recovery of workers' compensation benefits is the exclusive remedy of an employee covered by workers' compensation insurance coverage or a legal beneficiary against the employer or an agent or employee of the employer for the death of or a work-related injury sustained by the employee.

3. ACE American shows that Plaintiff is not entitled to recover in the capacity in which he sues because of his status as a covered employee under a workers' compensation policy issued by another entity and not ACE American.

4. ACE American shows that there is a defect of parties inasmuch as ACE American did not issue any insurance policy covering Plaintiff. Rather Plaintiff's claims, if any remain existing, are against Pacific Employers Indemnity Company ("PEIC") under the provisions and framework of the Texas Workers Compensation Act and the workers' compensation policy issued by PEIC, and not ACE American.

5. Alternatively and assuming arguendo, that Plaintiff were covered by any policy issued by ACE American, notice and proof of loss or claim for damage has not been given as alleged. Unless such notice and proof is filed no evidence shall be admitted. A denial of such notice or such proof is hereby made.

6. ACE American would show that the issues and damages raised herein were litigated in another action and, as such, are barred by collateral estoppel.

7. Alternatively, and without waiving the foregoing, ACE American would show that

Plaintiff's claims are barred by all applicable statutes of limitations.

8. Alternatively, ACE American would show that Plaintiff failed to mitigate his damages.

**REQUEST FOR DISCLOSURE**

9. Under Texas Rule of Civil Procedure 194, defendant requests that Plaintiff disclose, within 30 days of the service of this request, the information or material described in Rule 194.2

WHEREFORE, PREMISES CONSIDERED, ACE American Insurance Company requests that the Plaintiff take nothing by reason of this suit, claims, actions, etc. and that ACE American Insurance Company recover all of its costs of court together with such other and further relief to which it is so entitled.

Respectfully submitted,

BURT BARR & O'DEA, L.L.P.

/s/ Jeffry P. O'Dea

By: \_\_\_\_\_

Jeffry P. O'Dea  
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Houston, Texas 77027  
713/650-8700  
713/655-8383 (Facsimile)

**ATTORNEYS FOR DEFENDANT  
ACE AMERICAN INSURANCE COMPANY**

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713-755-1451

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**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the foregoing instrument has been forwarded to all counsel of record and/or pro se and served in accordance with the Texas Rules of Civil Procedure on February 22, 2013.

Mr. Scottie Jones  
7816 King Street  
Houston, Texas 77028

Via U.S. Mail

/s/ Jeffry P. O'Dea

Jeffry P. O'Dea

Unofficial Copy Office of Chris Daniel District Clerk

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713-755-1451

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STATE OF TEXAS       §  
                                  §  
HARRIS COUNTY       §

**VERIFICATION**

Before me, the undersigned notary, on this day personally appeared JEFFRY P. O'DEA, the affiant, a person whose identity is known to me. After I administered the oath to affiant, affiant testified:

1. My name is JEFFRY P. O'DEA. I am over 18 years of age, of sound mind, and capable of making this verification. The facts stated in this original answer are within my personal knowledge and are true and correct.

\_\_\_\_\_  
JEFFRY P. O'DEA

Sworn to and subscribed before me by JEFFRY P. O'DEA on this 22nd day of February, 2013.

Jackie L. Kermode  
Notary Public in and for  
the State of Texas

My commission expires:

